

DECLARATION OF RESTRICTIONS
FOR
WINDSTONE AT WEATHERS CREEK SUBDIVISION

Prepared by: Windstone Construction Inc.

After recording return to: Windstone Construction Inc.
15 Frowein Road, Suite G-2
Center Moriches, NY 11934

Deed Restrictions

Subdivision Name: Windstone at Weathers Creek

1. Fencing – Fencing may be installed up to front line of the house only, meaning, the fence would be aligned with front line of house going to side property line and the surrounding entire rear yard or any portion of rear yard. Fencing must consist of privacy fence along rear line of house surrounding remaining yard or portion of yard, not to exceed 6' in height for any of the fencing.
2. Ancillary Building - No residence or building of a temporary nature shall be erected or allowed to remain on any Lot. However nothing herein shall prohibit Declarant from erecting or moving temporary building onto Lots owned by Declarant to be used for storage, or for construction or sales offices. Any enclosed building, for whatever purpose or use, not attached to the dwelling unit, is referred to herein as an ancillary building. Ancillary Buildings for storage or other permitted personal use of the Lot Owner are permitted, provided such building is located in the rear yard, i.e. behind the rear elevation of the dwelling unit, permanently affixed to the ground, and not encroaching on the side and rear setback requirements set forth un Iredell County zoning code as may exist at time of installation of said Ancillary Building. Ancillary Buildings must be built with exterior materials and colors matching home located on the Lot. Such Ancillary Buildings may not exceed an area of seven hundred fifty (750) square feet and height of twenty-one (21) feet from finished floor to top of Ridge. Further, no such structure shall be located wholly or partially within any buffer area.
3. Parking – No inoperable or unregistered motor vehicle shall be parked upon or permitted to remain on any Lot for a period exceeding thirty (30) days unless stored in a closed garage or ancillary building. No damaged or junked motor vehicle shall be parked upon or permitted to remain on any Lot for a period exceeding twenty-four (24) hours. Boats, trailers, motor homes, campers, or other large vehicles are allowed if they are registered.
4. Animals – No animals, livestock or poultry of any kind shall be raised, bred on any lot or in any dwelling or ancillary building. Dogs, cats or other household pets may be kept or maintained with a maximum of 4 pets per household, except for newborn offspring of such pets which are under nine (9) months in age, provided that the household pets or their respective offspring do not create a nuisance, but without limitation, by noise, odor, damage or destruction of property or refuse. All household pets shall be restricted to the Lot Owners' property or under the immediate supervision of the owner if and/or when outside the boundary of that Owners' Lot, except for newborn offspring of such household pets which are all under nine (9) months in age. Dogs shall at all times whenever they are outside of a Dwelling be on a leash or otherwise confined in such a manner acceptable to the board. Animal control authorities shall be permitted to enter the Development and the Property to patrol and remove pets and wild animals. All pets shall be registered, licensed and inoculated as required by law.